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11 BENJAMIN MELENDEZ, RANJEET  
12 PANNU, and BIKRAMJIT  
13 SINGH PANNU

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**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**  
**SOUTHERN DIVISION**

BENJAMIN MELENDEZ, an individual; RANJEET PANNU, an individual; and BIKRAMJIT SINGH PANNU, an individual,

Plaintiffs,

v.

CULTURE CANNABIS CLUB, a California corporation; SKYBOX HOLDINGS 81, a California corporation; MAMMOTH LEGEND CONSULTING, INC., a California corporation; BLOOMSTONE, a California corporation; PROFICIENT PROFITS, a Texas limited liability company; TOMMY LE, an individual; JULIE LE, an individual; CHRISTINA D'ANGELO, an individual; DEVON JULIAN, an individual; CHRIS FRANCY, an individual, ANH TRAN aka ANH RAFOL, an individual; ; and DOES 1 through 100, inclusive,

Case No.: 2:24-cv-2926

**COMPLAINT FOR:**

- (1) VIOLATION OF THE RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ACT (RICO) (18 U.S.C. § 1962);**
- (2) BREACH OF ORAL CONTRACT;**
- (3) BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING;**
- (4) BREACH OF FIDUCIARY DUTY;**
- (5) FRAUD - INTENTIONAL MISREPRESENTATION;**
- (6) FRAUD - FALSE PROMISE;**
- (7) FRAUD - CONCEALMENT;**
- (8) NEGLIGENT MISREPRESENTATION;**
- (9) CONVERSION;**
- (10) ACCOUNTING;**

1 Defendants. 2  
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5 (11) UNFAIR BUSINESS PRACTICES  
6 (CAL. BUS. & PROF. CODE  
7 § 17200); and  
8 (12) CONSTRUCTIVE TRUST

9 **JURY TRIAL DEMANDED**  
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12 Plaintiffs BENJAMIN MELENDEZ, an individual (“Melendez”); RANJEET  
13 PANNU, an individual (“Ranjeet”); and BIKRAMJIT SINGH PANNU, an  
14 individual (“Bic”) (collectively, “Plaintiffs”), through their counsel, hereby  
15 complain against defendants TOMMY LE, an individual (“Tommy”); JULIE LE,  
16 an individual (“Julie”); CHRISTINA D’ANGELO, an individual (“Christina”);  
17 DEVON JULIAN, an individual (“Devon”); CHRIS FRANCY, an individual  
18 (“Chris”); ANH TRAN aka ANH RAFOL, an individual (“Anh”); CULTURE  
19 CANNABIS CLUB, a California corporation (“Culture Cannabis”); SKYBOX  
20 HOLDINGS 81, a California corporation (“Skybox”); MAMMOTH LEGEND  
21 CONSULTING, INC., a California corporation (“Mammoth Consulting”);  
22 BLOOMSTONE, a California corporation (“Bloomstone”); PROFICIENT  
23 PROFITS, a Texas limited liability company; and DOES 1-100, inclusive  
24 (collectively “Defendants”), as follows:

25 **I. PARTIES**

26 1. Melendez is, and at all times mentioned herein was, an individual  
27 residing in the County of Orange, State of California.

28 2. Ranjeet is, and at all times mentioned herein was, an individual  
29 residing in the County of San Bernardino, State of California.

30 3. Bic is, and at all times mentioned herein was, an individual residing in  
31 the County of San Bernardino, State of California.

32 4. Tommy is, and at all times mentioned herein was, an individual  
33 residing in the County of Orange, State of California.

1       5.     Julie is, and at all times mentioned herein was, an individual residing  
2 in the County of Orange, State of California.

3       6.     Christina is, and at all times mentioned herein was, an individual  
4 residing in the County of Los Angeles, State of California.

5       7.     Devon is, and at all times mentioned herein was, an individual residing  
6 in the County of Orange, State of California.

7       8.     Chris is, and at all times mentioned herein was, an individual residing  
8 in the State of Nevada.

9       9.     Anh is, and at all times mentioned herein was, an individual residing in  
10 the State of Texas.

11      10.    Skybox is, and at all times mentioned herein was, a corporation  
12 organized and existing under the laws of the State of California, with its principal  
13 place of business in Irvine, California. Defendant Tommy is the Chief Executive  
14 Officer and Secretary of Skybox.

15      11.    Mammoth Consulting was formerly known as MAMMOTH LEGEND  
16 CONSULTING, LLC, a California limited liability company, organized and  
17 existing under the laws of the State of California, and converted to a corporation on  
18 October 14, 2021, with its principal place of business in Irvine, California.  
19 Defendant Tommy is the Chief Executive Officer, Chief Financial Officer,  
20 Secretary, and Director of Mammoth Inc.

21      12.    Bloomstone is, and at all times mentioned herein was, a corporation  
22 organized and existing under the laws of the State of California, with its principal  
23 place of business in Irvine, California. Defendant Christina is the Chief Executive  
24 Officer, Secretary, and Chief Financial Officer of Bloomstone.

25      13.    Culture Cannabis is, and at all times mentioned herein was, a  
26 corporation organized and existing under the laws of the State of California, with its  
27 principal place of business in Irvine, California. Defendant Julie is the Chief  
28 Executive Officer, Secretary, and Chief Financial Officer of Culture Cannabis.

1       14. Proficient Profits is, and at all times mentioned herein was, a limited  
2 liability company organized and existing under the laws of the State of Texas, with  
3 its principal place of business in Houston, Texas.

4       15. Plaintiffs are ignorant of the true names and capacities of Defendants  
5 sued as DOES 1 through 100, inclusive, and therefore sue those Defendants by  
6 fictitious names. Plaintiffs will amend this Complaint to allege their true names and  
7 capacities when ascertained. Plaintiffs are informed and believe and thereon allege  
8 that each of these fictitiously named Defendants are legally responsible in some  
9 manner for the actions herein alleged, and that Plaintiff's damages were  
10 proximately caused by their conduct.

11       16. There exists, and at all times herein mentioned there existed, a unity of  
12 interest and ownership between and among Defendants and DOES 1 through 100,  
13 inclusive, such that any individuality and separateness between these Defendants  
14 has ceased, and each Defendant is the alter ego of the other.

15       17. Adherence to the fiction of the separate existence of Defendants  
16 Tommy, Julie, Christina, Devon, and Ahn (jointly and severally, "Individual  
17 Defendants"), and Defendants Skybox, Mammoth Consulting, Bloomstone, and  
18 Proficient Profits (jointly and severally, "Entity Defendants"), and DOES 1 through  
19 100 would permit an abuse of the corporate privilege and would promote injustice  
20 in that the Individual Defendants and DOES 1 through 100 have used the Entity  
21 Defendants to work a fraud upon Plaintiffs and have otherwise used the assets of  
22 the Entity Defendants for their own personal use and/or commingled assets, to the  
23 detriment of Plaintiffs.

24       18. Plaintiffs are informed and believe, and on that basis allege, that at all  
25 times mentioned herein, each of the Defendants was the agent of each other  
26 Defendant. Further, in doing the things hereinafter alleged, each was acting within  
27 the course and scope of such agency. At the same time, Defendants, including, but  
28 not limited to, DOES 1 through 100, and each of them, were motivated in part by

1 self-interest, evil motive, ill-will for Plaintiffs and have aided and abetted each  
2 other to commit the wrongful conduct specified herein and should be held liable in  
3 full for the consequences caused thereby.

4 **II. JURISDICTION**

5 19. This Court has subject matter jurisdiction over the First Claim for  
6 Relief herein pursuant to 28 U.S.C § 1331 in that it arises under United States  
7 Statute 18 U.S.C. § 1962 (“RICO”).

8 20. This Court has supplemental jurisdiction over the remaining Claims  
9 for Relief pursuant to 28 U.S.C. § 1367, in that they arise from the same nucleus of  
10 operative facts as the Claims for Relief over which this Court has original  
11 jurisdiction and as such are so related to those Claims that they form part of the  
12 same case or controversy under Article III of the United States Constitution.

13 21. This Court has personal jurisdiction over each of the Defendants  
14 pursuant to 18 U.S.C. § 1965(b) and also because the Entity Defendants’ principal  
15 place of business is located in the State of California and the Individual Defendants  
16 reside in the State of California.

17 **III. VENUE**

18 22. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(1), 28  
19 U.S.C. § 1391(b)(2), and 18 U.S.C. § 1965(a) because Defendants reside in this  
20 District, Defendants transacted their affairs in this District, and a substantial part of  
21 the events giving rise to Plaintiffs’ claims occurred in this District, and because, in  
22 accordance with Section 18 U.S.C. § 1965(b), the ends of justice require that all  
23 Defendants be brought before this Court.

24 23. Venue is also proper in this District pursuant to 28 U.S.C. § 1391(b)  
25 because Defendants conduct business, and the Entity Defendants’ headquarters are  
26 located, in this District.

27 **IV. NATURE OF THE CASE**

28 24. This case is about an on-going fraudulent cannabis investment racket

1 operated in California by Defendants. The victims here are Melendez, Ranjeet, and  
2 Bic, investors who believed and trusted the Defendants. Because of their personal  
3 relationship and association in the cannabis industry, Defendants were able to  
4 obtain and exploit Plaintiffs' trust and confidence and perpetrated a scheme to  
5 defraud Plaintiffs by soliciting millions of dollars under false pretenses, failing to  
6 invest Plaintiffs' funds as promised, and misappropriating and converting Plaintiffs'  
7 funds to Defendants' own benefit and the benefit of others without the knowledge  
8 or authorization of Plaintiffs. Defendants accomplished this scam by deliberate,  
9 calculated, and malicious illegal acts, including fraud and wire fraud.

10 25. Defendants' illegal conduct alleged herein is on-going and poses a  
11 continuing threat to the welfare of the general public unless ceased by judicial  
12 action.

13 26. Plaintiffs seek to recover compensable damages, and the trebling of  
14 such damages pursuant to 18 U.S.C. § 1964(c).

15 **V. THE CANNABIS INVESTMENT ENTERPRISE**

16 27. Ostensibly, the Individual Defendants operate a cannabis investment  
17 enterprise by which they apply for cannabis licenses throughout the United States,  
18 sell equity to investors but at different valuations (depending on the investor and  
19 the amounts sought) to develop, open, and manage cannabis stores in various  
20 locations throughout California, including in the counties of Los Angeles, Orange,  
21 and Riverside. To facilitate this enterprise, the Individual Defendants have formed,  
22 own and operate various entities to manage, purportedly hold investment funds, and  
23 to develop, build, and operate the cannabis stores. Each enterprise transacts its  
24 business through various instrumentalities of interstate commerce—telephones,  
25 cellular phones, electronic funds transfers, cash investments, facsimile machines,  
26 the internet, and the United States Postal Service.

27 28. In California, cannabis dispensaries are required to be licensed by the  
28 state through the Department of Cannabis Control. There are different types of

1 licenses based on the type of operation, including licenses for retail and cultivation.  
2 A cannabis operation must also obtain a license through the city and/or county in  
3 which it operates. The requirements for these licenses vary by location. On  
4 information and belief, Plaintiffs allege that Defendants Devon, Julie and Chris  
5 obtained and maintained the licenses through Culture Cannabis.

6 **VI. MATERIALLY FALSE AND MISLEADING STATEMENTS INDUCE**  
7 **PLAINTIFFS TO WIRE FUNDS TO DEFENDANTS**

8 29. Melendez has known Tommy since approximately 2016. They met in  
9 Santa Ana, California, and eventually became friends.

10 30. In or about September 2021, Melendez met with Tommy to discuss an  
11 opportunity to invest in various cannabis stores. Tommy, personally and on behalf  
12 of the Entity Defendants, asked Melendez to invest \$100,000.00 plus his percentage  
13 fee of the start-up costs after a conditional use permit (“CUP”) is issued for  
14 locations in Fresno Maple, Fresno Bullard, Porterville, Wildomar, Costa Mesa,  
15 Barstow, San Francisco, and Corona in exchange for, initially a 10% interest in the  
16 Fresno Maple, Fresno Bullard, Porterville, Wildomar, Costa Mesa, Barstow, San  
17 Francisco, and Corona stores. Later, Melendez’s interests in Porterville, Wildomar,  
18 Costa Mesa, Barstow, San Francisco, and Corona were reduced to 8.5% to  
19 accommodate other investors.

20 31. Based on Defendants’ representations, Melendez agreed to make a  
21 cash investment of \$100,000.00 and contribute his percentage of the start-up costs  
22 to construct and open cannabis stores after the applicable CUP is issued for various  
23 locations throughout California including, Fresno Maple, Fresno Bullard,  
24 Porterville, Wildomar, Costa Mesa, Barstow, San Francisco, and Corona. To that  
25 end, Melendez sent the funds to Defendants by check, cash, wire transfers, and  
26 covering the construction costs:

27 • October 5, 2021, \$100,000.00 cash to Tommy Le  
28

- 1           • October 2021, \$192,082 cash owed by Tommy Le to Melendez
- 2           • December 22, 2021, \$100,000.00 wired to Julie Le
- 3           • March 24, 2022, \$100,000.00 wired to Julie Le
- 4           • May 16, 2022, \$100,000.00 wired to Skybox Holdings 81
- 5           • June 24, 2022, \$60,000.00 wired to Julie Le
- 6           • July 17, 2022 to October 24, 2023, \$462,803 of construction costs
- 7            exceeding \$250,000 on the Stanton store
- 8           • August 1, 2022, \$30,000.00 wired to Julie Le
- 9           • August 23, 2022, \$30,000.00 wired to Julie Le
- 10          • September 7, 2022, \$30,000.00 wired to Julie Le
- 11          • September 30, 2022, \$75,000.00 wired to Bloomstone
- 12          • September 30, 2022, \$25,000.00 check to Hestia Atelier, LLP
- 13          • October 3, 2022, \$30,000.00 wired to Julie Le
- 14          • November 8, 2022, \$30,000.00 wired to Julie Le

16           32. Tommy, personally and on behalf of the Entity Defendants, asked  
17 Melendez to pay 15% of the start-up costs for the Stanton store after the CUP is  
18 issued plus all construction costs exceeding \$250,000 in exchange for a 15%  
19 interest in the Stanton store. The actual costs over \$250,000 were \$462,803. The  
20 Stanton store is open and making profits. Defendants have yet to provide evidence  
21 of Melendez's ownership interest or distribute any profits.

22           33. On or about December 2019, Ranjeet and Bic met with Tommy to  
23 discuss an opportunity to invest in various cannabis stores. Tommy, personally and  
24 on behalf of the Entity Defendants, asked Ranjeet and Bic to invest \$700,000 in  
25 exchange for a 20% interest in the following stores: Fresno Maple, Fresno Bullard,  
26 Stanton, Porterville, Wildomar, Costa Mesa, Barstow, San Francisco, Corona,  
27 Indio, Oxnard, and Red Bluff.

28           34. Tommy, personally and on behalf of the Entity Defendants, also

1 promised Ranjeet and Bic that if they invested \$1,000,000, they would own 15% of  
2 the Stanton retail store.

3       35. Tommy, personally and on behalf of the Entity Defendants, also  
4 promised Ranjeet and Bic that in exchange for a \$500,000 investment, they would  
5 own 33% of the Stanton Cultivation facility. (Later Tommy sold the cultivation  
6 license without notifying Plaintiffs.)

7       36. Based on Defendants' representations, Ranjeet, and Bic agreed to  
8 make an investment of \$7,800,000 in the cannabis stores located in various  
9 locations throughout California including Fresno Maple, Fresno Bullard, Stanton,  
10 Stanton Cultivation, Porterville, Wildomar, Costa Mesa, Barstow, San Francisco,  
11 Corona, Indio, Port Hueneme, and Canyon Lake.

12       37. Bic sent the funds to Defendants by wire transfer on various dates,  
13 including the following:

- 14       • On May 5, 2021, Bic wired \$250,000 to Skybox
- 15       • On May 14, 2021, Bic wired \$500,000 to Skybox
- 16       • On June 4, 2021, Bic wired \$110,543.00 to Mary Jo Rossi
- 17       • On August 16, 2021, Bic wired \$100,000 to Mammoth Legend  
18        Consulting
- 19       • On September 3, 2021, Bic wired \$100,000 Mammoth Legend  
20        Consulting
- 21       • October 1, 2021, Bic wired \$100,000 from inland empire to Mammoth  
22        Legend Consulting
- 23       • On October 6, 2021, Bic wired \$100,000 to Mammoth Legend  
24        Consulting
- 25       • On October 7, 2021, Bic wired \$176,000 to Mammoth Legend  
26        Consulting
- 27       • On November 1, 2021, Bic wired \$100,000 to Mammoth Legend  
28        Consulting
- On December 1, 2021, Bic wired \$100,000 to Mammoth Legend  
      Consulting

- 1       • On December 27, 2021, Bic wired \$250,000 to Julie Le
- 2       • On December 29, 2021, Bic wired \$250,000 to Julie Le
- 3       • On March 4, 2022, Ranjeet wired \$150,000 to Skybox
- 4       • On March 4, 2022, Bic wired \$250,000 to Skybox
- 5       • On March 25, 2022, Bic wired \$150,000 to Skybox
- 6       • On April 4, 2022, Bic wired \$150,000 to Skybox
- 7       • On April 26, 2022, Bic wired \$100,000 to Skybox
- 8       • On May 6, 2022, Bic wired \$200,000 to Skybox
- 9       • On June 2, 2022, Bic wired \$100,000 to Skybox
- 10       • On June 8, 2022, Bic wired \$225,000 to Skybox
- 11       • On June 22, 2022, Bic wired \$150,000 to Skybox
- 12       • On July 13, 2022, Bic wired \$300,000 to Bloomstone
- 13       • On August 5, 2022, Bic wired \$100,000 to Bloomstone
- 14       • On August 12, 2022, Bic wired \$100,000 to Bloomstone
- 15       • On August 30, 2022, Bic wired \$250,000 to Bloomstone
- 16       • On September 20, 2022, Ranjeet wired \$50,000 to Skybox
- 17       • On October 3, 2022, Bic wired \$200,000 to Bloomstone
- 18       • On November 1, 2022, Bic wires \$200,000 to California Energy
- 19        Consultants
- 20       • On November 17, 2022, Bic wires \$300,000 to Bloomstone
- 21       • On December 6, 2022, Bic wires \$250,000 to California Energy
- 22        Consultants (the general contractor)
- 23       • On January 27, 2023, Bic wired \$300,000 to California Energy
- 24        Consultants (the general contractor)
- 25       • On February 17, 2023, Bic wired \$100,000 to Bloomstone (Tommy)
- 26       • On February 17, 2023, Bic wired \$33,778.44 to Mike Sater Red Bluff
- 27       • On March 17, 2023, Bic wired \$130,000 to Skybox (Tommy)
- 28

- On April 5, 2023, Bic wired \$200,000 to Bloomstone (Tommy)
- On April 5, 2023, Bic wired \$200,000 to California Energy Consultants (the general contractor)
- On April 13, 2023, Bic wired \$300,000 to Bloomstone (Tommy)
- On April 14, 2023, Bic wired \$400,000 to California Energy Consultants (the general contractor)
- On April 27, 2023, Bic wired \$200,000 to Bloomstone (Tommy)
- On May 19, 2023, Bic wired \$250,000 to Skybox (Tommy)
- May 26, 2022, Bic wired \$500,000 to Skybox

10           38. No Defendant disclosed to Plaintiffs any significant risks associated  
11 with their investment in the cannabis stores, nor did they provide any offering  
12 memoranda.

13           39. In reliance on the representations by Tommy, including, but not  
14 limited to, the representations in the preceding paragraphs, Plaintiffs agreed to  
15 invest \$9,124,885 in the cannabis stores. Through their discussions with Tommy,  
16 Julie, Christina, and Devon, Plaintiffs were promised that their investments made  
17 them part-owners of the cannabis businesses and stores. Plaintiffs trusted Tommy,  
18 Julie, Christina, and Devon and had no reason to believe the representations they  
19 were making were untrue or that they were concealing material facts about the  
20 terms of the investments.

21           40. Defendants requested that Plaintiffs send the funds by wire transfer to  
22 bank accounts for entities that they controlled.

23           41. On or about the dates set forth in the preceding paragraphs, Plaintiffs  
24 wired more than \$9,124,885 to purportedly become part-owners in Defendants'  
25 cannabis businesses and stores.

26           42. Plaintiffs invested in the businesses in reliance on the representations  
27 made to Plaintiffs. Despite promises, Defendants provided no written agreement  
28 when Plaintiffs wired more than \$9,124,885 to Defendants to invest in the cannabis

1 stores.

2 **VII. DEFENDANTS PROVIDE MINIMAL INFORMATION FOLLOWING**  
3 **PLAINTIFFS' INVESTMENTS**

4 43. After taking Plaintiffs' \$9,124,885 investment, Defendants provided  
5 almost no information to Plaintiffs regarding the operation of the cannabis stores.  
6 Defendants failed to provide written documentation of Plaintiffs' ownership  
7 interests in the cannabis stores. On the occasions that Plaintiffs inquired of Tommy,  
8 Julie, Christina, and Devon and others involved in the business about the status,  
9 Plaintiffs received general responses, or limited and incomplete information, and  
10 promises of contracts that never materialized. For those stores for which contracts  
11 were provided, Individual Defendants modified the entity documents so they  
12 always maintained control despite having minimal equity in them.

13 44. For years, Defendants failed (or refused) to apprise, and concealed  
14 from Plaintiffs, much of the information about the status of the stores. Despite  
15 Plaintiffs' many requests for information, Defendants concealed the true facts and  
16 provided general information which were incomplete or misleading. For the most  
17 part, Plaintiffs were kept in the dark about important aspects of the businesses,  
18 including construction costs, loans, additional debt, other aspects of financing the  
19 stores, profits, and status of licenses.

20 **VIII. DEFENDANTS DIVERTED FUNDS THAT PLAINTIFFS INVESTED**

21 45. In or around the beginning of 2024, Plaintiffs learned that the funds  
22 they invested to open new stores in San Francisco, Costa Mesa, Barstow, and  
23 Corona, were spent. Rather than using the funds for their intended purposes,  
24 Defendants diverted some of the investments to apply for licenses for other  
25 locations in California and other states, or used them as deposits to reserve certain  
26 facilities while the licenses were pending.

27 46. On information and belief, Tommy, personally or on behalf of the  
28 Entity Defendants or other entities created under other individuals' names, diverted

1 Plaintiffs' investments to purchase other cannabis cultivation facilities and apply  
2 for cannabis licenses in Mississippi, New Jersey, and Florida, some of which have  
3 already been issued.

4 47. Through mismanagement and incompetence, some stores never  
5 opened and the funds were exhausted. For Corona, the license was lost simply  
6 because Devon failed to mail in a renewal request on time. That store will never  
7 open. A store in Barstow burnt down with no sign of being rebuilt. Construction of  
8 the Costa Mesa and San Francisco stores are complete but never opened because  
9 the funds were diverted. Defendants were awarded the first retail license in Costa  
10 Mesa. Defendants convinced unsuspecting investors (including Plaintiffs) into  
11 believing that obtaining such license in itself justified the value of the store. They  
12 pressured Plaintiffs to invest quickly so the stores could be "first to market" but that  
13 was just part of a scheme and artifice to defraud and to obtain money by means of  
14 false and fraudulent pretenses, representations and promises.

15 48. Plaintiffs have demanded the return of the funds, but Defendants have  
16 ignored these requests. In fact, Tommy admitted the funds were spent elsewhere  
17 and that he merely needed to open the store later.

18 49. To date, Defendants refuse to acknowledge Plaintiffs' ownership  
19 interest in most of the cannabis stores, Defendants have not shared all the profits  
20 with Plaintiffs, and they continue to conceal information from Plaintiffs. Plaintiffs  
21 are being told "the contracts will be out soon" and that Plaintiffs' approval is not  
22 needed because Defendants "run" the stores.

23 **FIRST CLAIM FOR RELIEF**

24 **Violation of the Racketeer Influenced and Corrupt Organizations Act**  
25 **(Against All Defendants and DOES 1 through 100, Inclusive)**

26 50. Plaintiffs refer to and incorporate as though fully set forth herein  
27 Paragraphs 1-49, inclusive, of this Complaint.

28 51. Plaintiffs are informed and believe that Defendants, and each of them,

1 constitute an enterprise (hereinafter, the “Enterprise”), as defined by 18 U.S.C.  
2 § 1961, the activities of which affect interstate commerce.

3       52. Plaintiffs are informed and believe that the purpose, scheme and  
4 “racketeering activity,” as defined by 18 U.S.C. § 1961, in which the Enterprise is  
5 engaged is in fraud, to obtain the money of victims with the intent to defraud  
6 Plaintiffs and others by retaining money received from them in violation of 18  
7 U.S.C. §§ 1341 and 1343.

8       53. Defendants are persons, as defined by 18 U.S.C. § 1961, employed by  
9 or associated with the Enterprise who have participated, directly or indirectly, in the  
10 conduct of the Enterprise’s affairs, and have specifically participated in the  
11 racketeering activity engaged in by the Enterprise, and are thereby liable to  
12 Plaintiffs under 18 U.S.C. § 1962(c).

13       54. Defendants have communicated the false pretenses of the Enterprise to  
14 Plaintiffs over the telephone wires and through other forms of communication in  
15 violation of 18 U.S.C. § 1343 (wire fraud). Among other things, between May 2021  
16 and May 2023, Defendants induced Plaintiffs to send multiple wire transfers as  
17 identified in Paragraphs 31 and 37 above, and electronic banking transactions by  
18 Defendants with Plaintiffs. Defendants required all investors to make their  
19 investments by sending funds to one or more of the Defendants (or others) by wire  
20 transfers. Plaintiffs are informed and believe, and on that basis allege, that in  
21 addition to the wire transfers by Plaintiffs, Defendants secured funds of other  
22 investors by wire transfers from at least May 2021 to the present.

23       55. Each one of the foregoing electronic funds transfers constitutes a  
24 predicate act of wire fraud for the purpose of 18 U.S.C. § 1961. The wire transfers  
25 alleged to have occurred between May 2021 and May 2023 are representative only  
26 of such transactions known to Plaintiffs at the time of filing this Complaint.  
27 Plaintiffs may amend this Complaint to include further transactions as they are  
28 discovered.

1       56. Defendants have (a) employed devices, schemes, and artifices to  
2 defraud; (b) made untrue statements of material facts and omitting to state material  
3 facts; and (c) engaged in transactions, acts, practices, and courses of business which  
4 operated and would operate as a fraud and deceit upon Plaintiffs, constituting a  
5 pattern of racketeering activity, as defined by 18 U.S.C. § 1961.

6       57. The Individual Defendants and DOES 1-100 participated as principals  
7 to further the Enterprise through their investment or reinvestment into other  
8 companies with the income derived by Defendants directly or indirectly from the  
9 Enterprise's acts of racketeering against Plaintiffs and are thereby liable to the  
10 Plaintiffs under 18 U.S.C. § 1962(a).

11       58. The Individual Defendants and DOES 1-100 acquired or maintained,  
12 directly or indirectly, their interest in, and/or control of, the Enterprise through their  
13 ownership or other material interest and are thereby liable to Plaintiffs under 18  
14 U.S.C. § 1962(b).

15        59. The Individual Defendants and DOES 1-100 who were employed by  
16 or associated with the Enterprise, engaged in, conducted or participated, directly or  
17 indirectly, in the conduct of the Enterprise's affairs through a pattern of  
18 racketeering activity and are thereby liable to Plaintiffs under 18 U.S.C. § 1962(c).

19       60. The Individual Defendants and DOES 1-100 conspired to act in  
20 furtherance of the Enterprise to the detriment of Plaintiffs and others and are  
21 thereby liable to Plaintiffs under 18 U.S.C. § 1962(d).

## **SECOND CLAIM FOR RELIEF**

## Breach of Oral Agreement

**(Against Tommy and DOES 1 through 50, Inclusive)**

25       61. Plaintiffs refer to and incorporate as though fully set forth herein  
26 Paragraphs 1-60, inclusive, of this Complaint.

27 62. On or about December 2021, Plaintiff Melendez and Defendants  
28 entered into an oral agreement with the following terms: Melendez agreed to invest

1 \$100,000.00 plus his percentage fee of the start-up costs after the CUP is issued for  
2 Fresno Maple, Fresno Bullard, Porterville, Wildomar, Costa Mesa, Barstow, San  
3 Francisco, Corona stores in exchange for a 10% interest in each of them.

4 63. Tommy, personally and on behalf of the Entity Defendants, asked  
5 Melendez to pay 15% of the start-up costs for the Stanton store after the CUP is  
6 issued plus all construction costs exceeding \$250,000 in exchange for a 15%  
7 interest in the Stanton store. The actual costs over \$250,000 were \$462,803. The  
8 Stanton store is open and making profits. Defendants have yet to provide evidence  
9 of Melendez's ownership interest or distribute any profits.

10 64. In or about December 2021, Plaintiffs Ranjeet and Bic and Defendants  
11 entered into an oral agreement with the following terms: Ranjeet and Bic agreed to  
12 invest \$700,000 in exchange for a 20% interest in the following stores: Fresno  
13 Maple, Fresno Bullard, Stanton, Porterville, Wildomar, Costa Mesa, Barstow, San  
14 Francisco, Corona, Indio, Oxnard, and Red Bluff.

15 65. Tommy, personally and on behalf of the Entity Defendants, also  
16 promised Ranjeet and Bic that if they invested \$1,000,000, they would own 15% of  
17 the Stanton retail store.

18 66. Tommy, personally and on behalf of the Entity Defendants, also  
19 promised Ranjeet and Bic that in exchange for a \$500,000 investment, they would  
20 own 33% of the Stanton Cultivation facility. (Later Tommy sold the cultivation  
21 license with out notifying Plaintiffs.)

22 67. Based on Defendants' representations, Ranjeet, and Bic agreed to  
23 make an investment of \$7,800,000 in the cannabis stores located in various  
24 locations throughout California including Fresno Maple, Fresno Bullard, Stanton,  
25 Stanton Cultivation, Porterville, Wildomar, Costa Mesa, Barstow, San Francisco,  
26 Corona, Indio, Oxnard, and Red Bluff.

27 68. Plaintiffs satisfied all the terms of the oral agreement and they paid the  
28 funds to Defendants as agreed. The funds were paid by wire transfers, checks, and

1 cash.

2 69. Defendants breached the oral agreement by, *inter alia*, using the funds  
3 that Plaintiffs invested for other purposes, failing to present proper documents to  
4 add Plaintiffs as owners of the business, and withholding profits.

5 70. As an actual, legal, and proximate cause of Defendants' breach of the  
6 oral agreement, Plaintiffs are entitled to compensatory damages in an amount to be  
7 proven at trial.

8 **THIRD CLAIM FOR RELIEF**

9 **Breach of Implied Covenant of Good Faith and Fair Dealing**  
10 **(Against All Defendants and DOES 1 through 50, Inclusive)**

11 71. Plaintiffs refer to and incorporate as though fully set forth herein  
12 Paragraphs 1-70, inclusive, of this Complaint.

13 72. Plaintiffs did all, or substantially all of the significant things that the  
14 contract required them to do or was excused from having to do those things.

15 73. Defendants prevented Plaintiffs from receiving the benefits under the  
16 oral contract. Plaintiffs never received their equity shares or voting rights in all the  
17 stores. They never received written contracts for all the stores. They have never  
18 seen bank statements or detailed financial information, and they have had no input  
19 in the business for all the stores.

20 74. By doing so, Defendants did not act fairly and in good faith.

21 75. Plaintiffs were harmed by Defendants' conduct.

22 76. As an actual, legal, and proximate cause of Defendants' breach of the  
23 oral agreement, Plaintiffs are entitled to compensatory damages in an amount to be  
24 proven at trial.

25 77. Defendants and DOES 1 through 50, inclusive, and each of them, are  
26 guilty of recklessness, oppression, fraud, and malice within the meaning of Civil  
27 Code § 3294. An award of punitive and exemplary damages is justified in an  
28 amount according to proof.

## **FOURTH CLAIM FOR RELIEF**

## Breach of Fiduciary Duty

**(Against All Defendants, and DOES 1 through 50, Inclusive)**

78. Plaintiffs refer to and incorporate as though fully set forth herein Paragraphs 1-77, inclusive, of this Complaint.

79. Under the California Corporations Code, the Individual Defendants owe fiduciary duties of care, loyalty, and good faith to Plaintiffs. Defendants' fiduciary duties includes obligations to exercise good business judgment, to act prudently in operating and managing the businesses, to discharge the actions in good faith, and to act in the best interest of all the owners.

80. Defendants breached their fiduciary duties of loyalty and good faith by, among other things, over-spending, misusing, failing to procure licenses, failing to maintain proper licenses, allocating more votes to themselves despite having minimal ownership interests, and misappropriating investor funds, engaging in self-dealing transactions to enrich and benefit themselves, and artificially inflating the valuation of various stores.

81. Defendants also breached their fiduciary duties by formulating and executing self-interested plans to change and expand the stores which, on information and belief, include, but are not limited to, diverting some of the assets intended to be used for the Fresno Maple, Fresno Bullard, Stanton, Stanton Cultivation, Porterville, Wildomar, Costa Mesa, Barstow, San Francisco, Corona, Indio, Port Hueneme, and Canyon Lake stores to other stores or projects in other states and misusing the Plaintiffs' funds to over-compensate and enrich themselves, and to disregard the best interests of investors including Plaintiffs.

82. As an actual, legal, and proximate cause of Defendants' actions that were adverse to Plaintiffs and their self-dealing, including, but not limited to, illegally withdrawing funds for their own benefit, Plaintiffs were harmed in an amount to be proven at trial.

1       83. Defendants and DOES 1 through 50, inclusive, and each of them, are  
2 guilty of recklessness, oppression, fraud, and malice within the meaning of Civil  
3 Code § 3294. An award of punitive and exemplary damages is justified in an  
4 amount according to proof at trial.

## **FIFTH CLAIM FOR RELIEF**

## **Fraud – Intentional Misrepresentation**

**(Against Tommy and DOES 1 through 50, Inclusive)**

8        84. Plaintiffs refer to and incorporate as though fully set forth herein  
9 Paragraphs 1-83, inclusive, of this Complaint.

10 85. Defendants made representations to Plaintiffs regarding the cannabis  
11 investment as set forth in Paragraphs 24-49 of this Complaint.

12 86. The representations made by Defendants were, in fact, false.

13        87. When Defendants made these representations, Defendants knew them  
14 to be false and made the representations with the intention to deceive and defraud  
15 Plaintiffs to act in reliance on the representations in the matter herein, or with the  
16 expectation that Plaintiffs would so act.

17       88. Plaintiffs, at the time these representations were made by Defendants,  
18 were ignorant of the falsity of the representations and believed them to be true. In  
19 reliance on these representations, Plaintiffs were induced and did invest \$9,124,885  
20 in the cannabis business. Had Plaintiffs known the actual facts, Plaintiffs would not  
21 have taken such actions.

22       89. Plaintiffs reasonably relied on Defendants' representations as  
23 Defendants held themselves out to be experts in the development of cannabis stores.  
24 Plaintiffs reasonably believed Defendants' representations.

25        90. As a proximate result thereof, Plaintiffs have been damaged in an  
26 amount to be proven at trial but not less than the jurisdictional limit of this Court.

27        91. The aforementioned conduct was an intentional misrepresentation,  
28 deceit, and/or concealment of material facts known to all Defendants, with the

1 intention on the part of all Defendants of thereby depriving Plaintiffs of property,  
2 legal rights, or otherwise causing injury and was despicable conduct that subjected  
3 Plaintiffs to deceit and fraud and in conscious disregard of each Plaintiff's rights so  
4 as to justify an award of exemplary and punitive damages.

5 **SIXTH CLAIM FOR RELIEF**

6 **Fraud – False Promise**

7 **(Against Tommy and DOES 1 through 50, Inclusive)**

8 92. Plaintiffs refer to and incorporate as though fully set forth herein  
Paragraphs 1-91, inclusive, of this Complaint.

10 93. Defendants made representations to Plaintiffs regarding the cannabis  
business as set forth in Paragraphs 24-49 of this Complaint.

12 94. The representations made by Defendants were, in fact, false and made  
by Defendants without any intention to fulfill the promises made.

14 95. When Defendants made these representations and promises,  
Defendants knew them to be false and made the representations with the intention  
to deceive and defraud Plaintiffs to act in reliance on the representations in the  
matter herein, or with the expectation that Plaintiffs would so act.

18 96. Plaintiffs, at the time these representations were made by Defendants,  
were ignorant of the falsity of the representations and believed them to be true. In  
reliance on these representations, Plaintiffs were induced to and did invest  
\$9,124,885 in the cannabis businesses. Had Plaintiffs known the actual facts,  
Plaintiffs would not have taken such actions.

23 97. Plaintiffs reasonably relied on Defendants' representations and  
believed Defendants would fulfill the promises as Defendants held themselves out  
to be experts in the development of cannabis stores. Plaintiffs believed Defendants  
intended to fulfill their promises.

27 98. As a proximate result thereof, Plaintiffs have been damaged in an  
amount to be proven at trial but not less than the jurisdictional limit of this Court.

1       99. The aforementioned conduct was an intentional misrepresentation,  
2 deceit, and/or concealment of material facts known to all Defendants, with the  
3 intention on the part of all Defendants of thereby depriving Plaintiffs of property,  
4 legal rights, or otherwise causing injury and was despicable conduct that subjected  
5 Plaintiffs to deceit and fraud and in conscious disregard Plaintiffs' rights so as to  
6 justify an award of exemplary and punitive damages.

## SEVENTH CLAIM FOR RELIEF

## Fraud – Concealment

**(Against All Defendants, and DOES 1 through 70, Inclusive)**

10           100. Plaintiffs refer to and incorporate as though fully set forth herein  
11 Paragraphs 1-99, inclusive, of this Complaint.

12           101. In or about January of 2021, Defendants including Tommy, Julie,  
13 Christina, and Devon made numerous representations orally and in writing to  
14 Plaintiffs regarding the cannabis stores, including promises to sign over equity,  
15 false estimates of projections of gross revenue, and false valuations, among other  
16 representations set forth in greater particularity in Paragraphs 24-49 .

17        102. At the time these representations were made in or about January of  
18 2021, Defendants concealed the true facts about the cannabis stores from Plaintiffs.  
19 Defendants concealed the identities of other investors.

20        103. At the time these representations were made in or about January of  
21 2021, Defendants concealed the true facts about the plans for the stores, including  
22 that some of the stores were not complete, and the true status of the necessary  
23 permits. Plaintiffs asked for the money to be returned to them for the stores that  
24 were not open and Defendants have refused or stated they did not have it.

25        104. Defendants concealed the risks associated with the investments in the  
26 cannabis stores. They did not disclose or discuss with Plaintiffs any factors that  
27 could adversely affect investment returns to the investors in the stores.

28 105. At the time the investments were made from May 2021 to May 2023,

1 || Defendants concealed from Plaintiffs material terms of the investments.

2       106. The suppression of these facts was likely to mislead Plaintiffs and did  
3 in fact mislead Plaintiffs in light of the other representations made by Defendants  
4 concerning the investments in the cannabis stores.

5        107. The representations and failures to disclose information and  
6 suppressions of information herein alleged to have been made by Defendants,  
7 including Tommy, Julie, Christina, and Devon, were made with the intent to induce  
8 Plaintiffs to act in the manner herein alleged in reliance thereon.

9       108. Plaintiffs, at the time these failures to disclose and suppressions of  
10 facts occurred, and at the time Plaintiffs took the actions herein alleged, were  
11 ignorant of the existence of the facts that Defendants suppressed and failed to  
12 disclose. If Plaintiffs had been aware of the existence of the facts not disclosed by  
13 Defendants, Plaintiffs would not have acted as they did, including advancing the  
14 \$9,124,885 investment.

15           109. Had Plaintiffs known the true facts, Plaintiffs would not have invested  
16 in the cannabis stores.

17           110. As a proximate result thereof, Plaintiffs have been damaged in an  
18 amount to be proven at trial but not less than the jurisdictional limit of this Court.

19        111. The aforementioned conduct was deceit, and/or concealment of  
20 material facts known to all Defendants, with the intention on the part of all  
21 Defendants of thereby depriving Plaintiffs of property, legal rights, or otherwise  
22 causing injury and was despicable conduct that subjected Plaintiffs to deceit and  
23 fraud and in conscious disregard Plaintiffs' rights so as to justify an award of  
24 exemplary and punitive damages.

## **EIGHTH CLAIM FOR RELIEF**

## **Negligent Misrepresentation**

**(Against Tommy and DOES 1 through 50, Inclusive)**

28 ||| 112. Plaintiffs refer to and incorporate as though fully set forth herein

1 || Paragraphs 1-111, inclusive, of this Complaint.

2       113. Defendants made false representations to Plaintiffs regarding the  
3 cannabis stores, as set forth in Paragraphs 24-49.

4 114. If Defendants' misrepresentations were not intentionally or recklessly  
5 made, then Defendants were negligent in making false, incomplete and misleading  
6 statements. Plaintiffs reasonably relied on those misrepresentations.

7        115. The factual representations made by Defendants were material and  
8 were false and misleading. Defendants made the representations without any  
9 reasonable grounds for believing them to be true. They failed to exercise reasonable  
10 care or competence in making those representations and in ascertaining of failing to  
11 ascertain the truth or falsity of their representations.

12 116. Defendants made these false, misleading, and incomplete  
13 representations of fact with the intent to influence the actions of Plaintiffs.

14           117. Plaintiffs reasonably and justifiably relied on Defendants'  
15 misrepresentations about investing their money in the cannabis stores. Defendants  
16 knew that Plaintiffs would rely on such representations.

17        118. At the time Plaintiffs acted, Plaintiffs were unaware of the true facts  
18 would have acted differently if they had known the true facts.

19           119. As a proximate result thereof, Plaintiffs have been damaged in an  
20 amount to be proven at trial but not less than the jurisdictional limit of this Court.

## **NINTH CLAIM FOR RELIEF**

## Conversion

**(Against All Defendants and DOES 1 through 100, Inclusive)**

24 120. Plaintiffs refer to and incorporate as though fully set forth herein  
25 Paragraphs 1-119, inclusive, of this Complaint.

26 121. Plaintiffs invested their own money in cannabis stores as alleged  
27 herein. Specifically, Plaintiffs invested in the Fresno Maple, Fresno Bullard,  
28 Stanton, Stanton Cultivation, Porterville, Wildomar, Costa Mesa, Barstow, San

1 Francisco, Corona, Indio, Port Hueneme, and Canyon Lake stores.

2 122. Defendants, knowing that Plaintiffs had invested money into specific  
3 stores, knowingly and intentionally took Plaintiffs' money and used it for purposes  
4 other than the stores Plaintiffs invested in, including engaging in self-dealing  
5 transactions to enrich and benefit themselves.

6 123. Plaintiffs did not consent to these uses of the funds they invested.

7 124. When Plaintiffs discovered that the money had not been invested in the  
8 cannabis stores for which it was intended, Plaintiffs demanded the return of their  
9 investment, but Defendants refused.

10 125. As a proximate result thereof, Plaintiffs have been damaged in an  
11 amount to be proven at trial but not less than the jurisdictional limit of this Court.

12 **TENTH CLAIM FOR RELIEF**

13 **Accounting**

14 **(Against All Defendants and DOES 1 through 100, Inclusive)**

15 126. Plaintiffs refer to and incorporate as though fully set forth herein  
16 Paragraphs 1-125, inclusive, of this Complaint.

17 127. As victims of Defendants' deliberate, calculated and malicious illegal  
18 acts which have resulted in a loss of \$9,124,885, Plaintiffs are entitled to have an  
19 accounting of the investment Plaintiffs made and monies taken by Defendants.

20 128. Therefore, Plaintiffs demand a full accounting by Defendants and  
21 DOES 1 through 100, inclusive, and each of them, of all income, expenses, fees,  
22 and transfers of money, loans and encumbrances related in any way to their use of  
23 Plaintiffs' money and the cannabis businesses and stores.

24 **ELEVENTH CLAIM FOR RELIEF**

25 **Unfair Business Practices (Cal. Bus. & Prof. Code §17200, *et seq.*)**

26 **(Against All Defendants and DOES 1 through 100, Inclusive)**

27 129. Plaintiffs refer to and incorporate as though fully set forth herein  
28 Paragraphs 1-128, inclusive, of this Complaint.

1        130. Defendants' conduct as alleged above violates California Business and  
2 Professions Code § 17200, *et seq.* as constituting unfair, unlawful or fraudulent  
3 business practices within the meaning of those statutes. Pursuant to Business &  
4 Professions Code § 17206.1, Plaintiffs seek from Defendants, and each of them,  
5 restitution and the disgorgement of all earnings. Plaintiffs also seek an injunction to  
6 prevent Defendants from engaging in the conduct alleged above, including the use  
7 of adhesion contracts that are not provided to the investor and inclusion of the  
8 overbroad confidentiality provisions and other onerous terms that are against public  
9 policy.

## **TWELFTH CLAIM FOR RELIEF**

## **Imposition of Constructive Trust**

**(Against All Defendants and DOES 1 through 100, Inclusive)**

13       131. Plaintiffs refer to and incorporate as though fully set forth herein  
14 Paragraphs 1-130, inclusive, of this Complaint.

15        132. By reason of the facts set forth above, Defendants, by means of false  
16 and fraudulent representations wrongfully misappropriated and converted money  
17 invested in specific cannabis stores by Plaintiffs.

18        133. Defendants have been unjustly enriched as a result of the wrongful and  
19 fraudulent acts to the detriment of Plaintiffs. Accordingly, Plaintiffs are entitled to  
20 bring an alternative claim to impose a constructive trust and force Defendants to  
21 restore Plaintiffs' monies.

22        134. Therefore, in equity, a constructive trust should be impressed upon the  
23 monies of Defendants, including the proceeds of the cannabis stores mentioned  
24 herein and Defendants' illicit gains.

25 WHEREFORE Plaintiffs pray judgment against Defendants as follows:

### **As to Plaintiffs' First Claim for Relief:**

27       1. For compensatory damages in an amount not less than \$9,124,885, and  
28 trebling of such damages pursuant to 18 U.S.C. § 1964(c);

- 1 2. For pre-judgment and post-judgment interest according to law;
- 2 3. For reasonable attorneys' fees pursuant to 18 U.S.C. § 1964(c);
- 3 4. For costs of suit incurred pursuant to 18 U.S.C. § 1964(c); and
- 4 5. For such other and further relief as the Court deems just and proper.

5 **As to Plaintiffs' Second Claim for Relief:**

- 6 1. For damages sustained by Plaintiffs in an amount not less than
- 7 \$9,124,885;
- 8 2. For prejudgment and post-judgment interest according to law;
- 9 3. For reasonable attorneys' fees;
- 10 4. For costs of suit; and
- 11 5. For such other relief as the Court may deem just and appropriate.

12 **As to Plaintiffs' Third Claim for Relief:**

- 13 1. For compensatory damages in an amount not less than \$9,124,885;
- 14 2. For prejudgment and post-judgment interest according to law;
- 15 3. For exemplary and punitive damages pursuant to Civil Code
- 16 § 3294(a);
- 17 4. For costs of suit; and
- 18 5. For such other and further relief as the Court deems just and proper.

19 **As to Plaintiffs' Fourth Claim for Relief:**

- 20 1. For compensatory damages in an amount not less than \$9,124,885;
- 21 2. For prejudgment and post-judgment interest according to law;
- 22 3. For exemplary and punitive damages pursuant to Civil Code
- 23 § 3294(a);
- 24 4. For costs of suit; and
- 25 5. For such other and further relief as the Court deems just and proper.

26 **As to Plaintiffs' Fifth Claim for Relief:**

- 27 1. For compensatory damages in an amount not less than \$9,124,885;
- 28 2. For prejudgment and post-judgment interest according to law;

- 1       3. For exemplary and punitive damages pursuant to Civil Code
- 2       § 3294(a);
- 3       4. For costs of suit; and
- 4       5. For such other and further relief as the Court deems just and proper.

5       **As to Plaintiffs' Sixth Claim for Relief:**

- 6       1. For compensatory damages in an amount not less than \$9,124,885;
- 7       2. For prejudgment and post-judgment interest according to law;
- 8       3. For exemplary and punitive damages pursuant to Civil Code
- 9       § 3294(a);
- 10      4. For costs of suit; and
- 11      5. For such other and further relief as the Court deems just and proper.

12      **As to Plaintiffs' Seventh Claim for Relief:**

- 13      1. For compensatory damages in an amount not less than \$9,124,885;
- 14      2. For prejudgment and post-judgment interest according to law;
- 15      3. For exemplary and punitive damages pursuant to Civil Code
- 16      § 3294(a);
- 17      4. For costs of suit; and
- 18      5. For such other and further relief as the Court deems just and proper.

19      **As to Plaintiffs' Eighth Claim for Relief:**

- 20      1. For damages sustained by Plaintiffs in an amount not less than
- 21      \$9,124,885;
- 22      2. For prejudgment and post-judgment interest according to law;
- 23      3. For reasonable attorneys' fees;
- 24      4. For costs of suit; and
- 25      5. For such other relief as the Court may deem just and appropriate.

26      **As to Plaintiffs' Ninth Claim for Relief:**

- 27      1. For damages sustained by Plaintiffs in an amount not less than
- 28      \$9,124,885;

- 1 2. For prejudgment and post-judgment interest according to law;
- 2 3. For costs of suit; and
- 3 4. For such other relief as the Court may deem just and appropriate.

4 **As to Plaintiffs' Tenth Claim for Relief:**

- 5 1. For an accounting of all business and financial records of all the
- 6 subject cannabis stores in which Plaintiffs invested; and
- 7 2. For payment to Plaintiff of the amount due from Defendants as a result
- 8 of the account and interest on that amount.

9 **As to Plaintiffs' Eleventh Claim for Relief:**

- 10 1. For restitution and disgorgement in an amount not less than
- 11 \$9,124,885, pursuant to Business & Professions Code § 17203;
- 12 2. For an order requiring Defendants, and each of them, to show cause, if
- 13 any they have, why they should not be enjoined as set forth below,
- 14 during the pendency of this action;
- 15 3. For a temporary restraining order, a preliminary injunction, and a
- 16 permanent injunction, enjoining Defendants from conducting business
- 17 in connection with the cannabis stores without Plaintiffs' participation,
- 18 and/or other injunctive relief as the Court deems just and proper;
- 19 4. For prejudgment and post-judgment interest according to law;
- 20 5. For costs of suit; and
- 21 6. For such other and further relief as the Court deems just and proper.

22 **As to Plaintiffs' Twelfth Claim for Relief:**

- 23 1. Imposing a constructive trust over the assets of Defendants, including
- 24 proceeds for the cannabis stores identified herein, that are wrongfully
- 25 being detained by Defendants, in an amount not less than \$9,124,885;
- 26 2. For prejudgment and post-judgment interest according to law; and
- 27 3. For such other and further relief as the Court deems just and proper.

1 **DEMAND FOR JURY TRIAL**

2 (F.R.Civ.P. 38(b))

3 Plaintiffs hereby demand a trial by jury in the above-entitled action, pursuant  
4 to Federal Rule of Civil Procedure 38(b).

5  
6 Dated: April 10, 2024

Respectfully Submitted,

7 WOMBLE BOND DICKINSON (US) LLP

8  
9 By: /s/ John C. Kang

10 JOHN C. KANG

11 Attorneys for *Plaintiffs*  
12 BENJAMIN MELENDEZ, RANJEET  
PANNU, and BIKRAMJIT  
SINGH PANNU